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: Administrative Judge Dolan
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Northern Illinois Gas Company
d/b/a Nicor Gas Company

03-0367

Complaint as to interrupted gas service in Mount Prospect, Illinois.

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Presentation of case by Complainant Case 03-0367

This complaint arises do to NICOR twice interrupting gas service to a Jakubik's 6 unit apartment building at 1711 Victoria Drive, Mount Prospect, Il. 60056. A vendor such as NICOR that has a Monopoly on the delivery of natural gas to the NW Cook county area should have to meet a higher standard of customer service than a non monopoly provider. NICOR action to arbitrarily disrupt the flow of gas to exchange a gas meter without notice to the customer, Jakubik, and than arrogantly defend their contact breach with the statement, " NICOR does not have time to call its customers when they choose to exchange the meter ". NICOR is a business and as such needs customers. Jakubik without NICOR monopoly would just immediately change suppliers when NICOR disrupted service. But again since NICOR is a monopoly the customer has no alternative.

NOTE: This is not a complaint as to Jakubik's non payment for gas supplies; this is a complaint do to NICOR desire to replace the meter, which at the time was in good working order. The replacement of this meter was part of a sampling program done every year, during the year. There was no urgent need to replace this meter, without first notifying the, Customer, Owner, Jakubik. NICOR had no authority to contact Jakubik's Tenants, without first getting approval from the Owner, Jakubik. The tenants who have no interest, or authority of any kind to accept, advise, approve any contact from NICOR. NICOR Knew or should have known that the only entity that NICOR can legally contact is the customer, Owner, Jakubik. The Customer, Jakubik, is the only entity that NICOR must communicate with by contract.

As stated in NICOR sample letter # 57, there was no urgency statement but just the opposite a statement that NICOR needed to test the meter THIS YEAR.

NICOR offense under Section 280.130, 2) A utility can discontinue service only after it has mailed or delivered by other means a written notice of discontinuance substantially in the form of Appendix A.

Any notice required to be delivered or mailed to a customer prior to discontinuance of service shall be delivered or mailed separately from any billing. Service shall not be discontinued until at least five days after delivery or eight days after mailing of this notice. This rule was set to protect NICOR from NO-PAYING Customers where NICOR would continue to incur a loss for non-payment if NICOR did not act in a timely manor. Jakubik's instance is for a programmed meter exchange where there was no urgency to exchange, but a time frame of one year.

As to the Village of Mount Prospect, NICOR knew or should have known that there is a Village ordinance preventing the owner of an apartment building in the Village from immediately allowing the interruption of gas service due to a meter exchange. Apartment rules: Sec. 23.1806 and 1811 "the landlord must give tenant reasonable notice before he/she may enter the unit. Jakubik did not know of NICOR intention to interrupt gas service and when Jakubik found out that service was interrupted, he had no way to notify the tenants as provided by Mount Prospect ordinance.

The complainant, Jakubik, is a Real Estate Broker who travels throughout the county to meet with clients and customers to sell real estate and is not always immediately available to respond to disruptions in gas service without notification. Jakubik is not trained in the working of this Court.

The time line for this complaint is as follows: Note: that Jakubik has a digital telephone system at the office installed in 2000, the latest telephone equipment where all messages are recorded. He also has a national Cel telephone to receive calls and return calls.

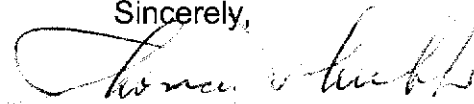
First Occurrence:

1. On August 3rd, 2003 Jakubik took flight # 253 United to Denver for a business meeting.
2. On August 10th, 2003 Jakubik took flight # 270 United back from Denver.
3. During Jakubik's meeting in Denver a Relative passed away and the wake was held August 12th, in Mount Prospect, IL.
4. On August 13th the funeral was held in Mount Prospect.
5. Upon my return to the office and opening my mail I read the letter from NICOR stating they wished to exchange the gas meter at 1711 Victoria, Mount Prospect. Only one letter was received! Like NICOR letter # 57. No other letter was received and no telephone messages were left on the telephone equipment from NICOR.
6. Before I could contact NICOR I received the call from one of my tenants that there was no hot water. I went to the building to find the blue tag on the stating NICOR had turned off the gas.
7. Immediately contacted NICOR to investigate the interruption of gas and was informed that they would not return until all the tenants were home. I explained that this was an apartment building and I had no idea when the tenants would return. I also stated that because of my just purchasing the building I did not have keys to all the apartments. After several calls NICOR agreed to go to the building and wait. At approximately 7 P.M. the NICOR agent contacted me by my Cel Telephone to request I come to assist them in the relight, and together we gained access to the 6 apartments. So NICOR had both my Business telephone # 847-353-7653 and my Cel telephone # 847-274-9341
8. I did not retain the only letter I received from NICOR, since I did not believe that NICOR would attempt again to interrupt gas service in my life time.

Second occurrence:

1. On October 24th I received a telephone call at about 4P.M., from one of my tenants that there was no heat or hot water. I again contacted NICOR and was told that they would only regain the gas service if all the tenants were home. At no time did NICOR attempted to contact me be either telephone # office or cel which they had.

Sincerely,



Thomas Jakubik
Complainant

